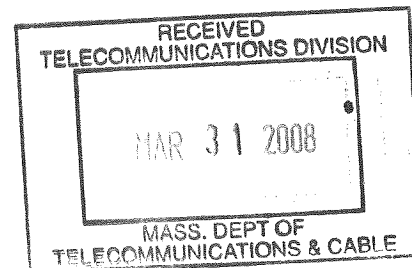


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RENEWAL
CABLE TELEVISION LICENSE
FOR
THE TOWN OF HOLBROOK,
MASSACHUSETTS

TABLE OF CONTENTS

INTRODUCTION.....	5
ARTICLE 1 DEFINITIONS.....	6
Section 1.1 – DEFINITIONS.....	6
ARTICLE 2 GRANT OF RENEWAL LICENSE.....	11
Section 2.1 – GRANT OF RENEWAL LICENSE.....	11
Section 2.2 – RIGHTS AND PRIVILEGES OF LICENSEE.....	11
Section 2.3 – APPLICABLE LAW.....	11
Section 2.4 - TERM OF RENEWAL LICENSE.....	12
Section 2.5 - POLE AND CONDUIT ATTACHMENT RIGHTS [SEE M.G.L.c. 166 §22-25].....	12
Section 2.6- RENEWAL [SEE M.G.L.c. 166A §13].....	12
Section 2.7 – TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE.....	12
Section 2.8 – NON-EXCLUSIVITY OF LICENSE.....	13
Section 2.9 – POLICE AND REGULATORY POWERS.....	14
Section 2.10 – REMOVAL OR ABANDONMENT.....	15
ARTICLE 3 SYSTEM DESIGN, CONSTRUCTION AND OPERATION.....	16
Section 3.1 – AREA TO BE SERVED [SEE M.G.L.c. 166A § 3(a)].....	16
Section 3.2 – SUBSCRIBER NETWORK.....	17
Section 3.3 – SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP.....	17
Section 3.4 - SERVICE TO PUBLIC BUILDINGS AND SCHOOLS.....	18
Section 3.5 – STANDBY POWER.....	18
Section 3.6 – TREE TRIMMING.....	18
Section 3.7 – UNDERGROUND WIRING OF UTILITIES.....	19
Section 3.8 – PEDESTALS AND VAULTS.....	19
Section 3.9 – PRIVATE PROPERTY.....	19
Section 3.10 – RESTORATION TO PRIOR CONDITION.....	19
Section 3.11 – COOPERATION WITH BUILDING MOVERS.....	20
Section 3.12 – RELOCATION OF FACILITIES.....	20
Section 3.13 – SERVICE INTERRUPTION; REBATES.....	20
Section 3.14 – CONSTRUCTION AND MAINTENANCE STANDARDS.....	20
Section 3.15 – RIGHT OF INSPECTION.....	21
Section 3.16 – EMERGENCY REMOVAL OF PLANT.....	21
Section 3.17 – EMERGENCY AUDIO ALERT.....	22
ARTICLE 4 RATES AND PROGRAMMING.....	23
Section 4.1 – INITIAL RATES.....	23
Section 4.2 – RATE RE-REGULATION.....	23
Section 4.3 – PROGRAMMING CATEGORIES.....	23
Section 4.4 – PROGRAMMING TIERS.....	23
Section 4.5 – LEASED ACCESS.....	24
Section 4.6 – STEREO TV TRANSMISSIONS.....	24
Section 4.7 – CHANNEL LINEUP.....	24
Section 4.8 – REMOTE CONTROLS.....	24
ARTICLE 5 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS AND INSTITUTIONAL NEWORK.....	25
Section 5.1 – ESTABLISHMENT OF THE ACCESS CORPORATION AND TRANSFER OF EQUIPMENT ...	25
Section 5.2 – ACCESS CORPORATION RESPONSIBILITIES.....	26
Section 5.3 – ACCESS CORPORATION SUPPORT.....	28
Section 5.4 – PEG CHANNELS.....	30
Section 5.5 - PEG ACCESS CABLECASTING.....	31
Section 5.6 – ARCHIVING.....	32

Section 5.7 – EXTERNALIZATION	32
Section 5.8 – LATE PAYMENTS	32
Section 5.9 – REPORT OF DISBURSEMENTS	32
ARTICLE 6 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION	34
Section 6.1 – CUSTOMER SERVICE	34
Section 6.2 – TELEPHONE ACCESS, INSTALLATIONS, OUTAGES AND SERVICE CALLS	34
Section 6.3 – CUSTOMER SERVICE CALL CENTER	35
Section 6.4 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME	35
Section 6.5 – MINIMUM SUBSCRIBER INFORMATION	36
Section 6.6 – PARENTAL CONTROL	37
Section 6.7 – BILLING AND TERMINATION PROCEDURES	37
Section 6.8 – VOLUNTARY DISCONNECTION OF SERVICE	37
Section 6.9 – BILLING DISPUTES	38
Section 6.10 – PROTECTION OF SUBSCRIBER PRIVACY	38
Section 6.11 – PRIVACY	38
Section 6.12 – POLLING BY CABLE	39
Section 6.13 – INFORMATION WITH RESPECT TO VIEWING HABITS & SUBSCRIPTION DECISIONS ..	39
Section 6.14 – SUBSCRIBER’S RIGHT TO INSPECT AND VERIFY INFORMATION	39
Section 6.15 – MONITORING	39
Section 6.16 – EMPLOYEE IDENTIFICATION CARDS	40
Section 6.17 – NON-DISCRIMINATION	40
ARTICLE 7 LICENSE ADMINISTRATION	41
Section 7.1 – REGULATORY AUTHORITY	41
Section 7.2 – INDEMNIFICATION	41
Section 7.3 – INSURANCE	41
Section 7.4 – PERFORMANCE BOND	42
Section 7.5 – SERVICE INTERRUPTIONS	43
Section 7.6 – PERFORMANCE EVALUATION SESSIONS	43
Section 7.7 – NON-PERFORMANCE BY THE LICENSEE	44
Section 7.8 – LICENSE FEE ENTITLEMENT	44
Section 7.9 – SUBSCRIBER AND USER COMPLAINTS	44
Section 7.10 – SUBSCRIBER COMPLAINT REPORT	44
Section 7.11 – INDIVIDUAL COMPLAINT REPORTS	45
Section 7.12 – QUALITY OF SERVICE	45
Section 7.13 – SERVICE INTERRUPTION REPORT	45
Section 7.14 – FINANCIAL REPORTS	45
Section 7.15 – NUMBER OF SUBSCRIBERS	45
Section 7.16 – LINE EXTENSION REPORT	46
Section 7.17 – REVOCATION OF RENEWAL LICENSE	46
Section 7.18 – CABLE ADVISORY COMMITTEE	46
Section 7.19 – INVESTIGATION	46
ARTICLE 8 GENERAL PROVISIONS	47
Section 8.1 – LICENSE AS CONTRACT UNDER SEAL	47
Section 8.2 – ENTIRE AGREEMENT	47
Section 8.3 – CAPTIONS	47
Section 8.4 – SEVERABILITY	47
Section 8.5 – FORCE MAJEURE	47
Section 8.6 – NOTICES	48
Section 8.7 – REMOVAL OF ANTENNAS	48
Section 8.8 – SUBSCRIBER TELEVISION SETS	48
Section 8.9 – COST OF PUBLICATION	48
Section 8.10 – JURISDICTION	49
ARTICLE 9 DETERMINATION OF BREACH-LIQUIDATED DAMAGES-LICENSE REVOCATION	50

Section 9.1 – DETERMINATION OF BREACH	50
Section 9.2 – TERMINATION	51
Section 9.3 – NO WAIVER-CUMULATIVE REMEDIES	51
SIGNATURE PAGE.....	53
SCHEDULE 3.4 PUBLIC BUILDINGS DROPS	54
SCHEDULE 4.1 INITIAL RATES	55
SCHEDULE 4.3 BROAD CATEGORIES OF PROGRAMMING.....	56
SCHEDULE 4.4 INITIAL PROGRAMMING SERVICES	57
SCHEDULE 5.1(c) EQUIPMENT	58
SCHEDULE 5.3(a) GROSS ANNUAL REVENUES REPORTING FORM	61
SCHEDULE 5.5 I-NET DROPS.....	62
SCHEDULE 6.2 CUSTOMER SERVICE OBLICATIONS	63
SCHEDULE 6.7 BILLING & TERMINATION REGULATIONS	65

HOLBROOK RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts I, Inc., (hereinafter "Licensee") is the duly authorized holder of a renewal license to operate a Cable System in the Town of Holbrook, Massachusetts (hereinafter the "Town"), said license having originally commenced on January 20, 1998, as originally issued to MediaOne of Massachusetts, Inc;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated April 1, 2005, in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and Licensee filed a renewal proposal dated September 17, 2007;

WHEREAS, there has been an opportunity for public comment, and both parties conducted ascertainment to ascertain the future cable-related needs of the community, as required by Section 626(h) of the Cable Communications Policy Act;

WHEREAS, the Board of Selectmen, as the Issuing Authority, has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with the Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Board of Selectmen, as the Issuing Authority, finds that the renewal of Licensee's license is appropriate, based on its renewal proposal and successful and mutual resolution of compliance-related matters under its current license, with resolution of compliance related matters being the adoption of this renewal license.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions, as set forth herein.

ARTICLE 1

DEFINITIONS

Section 1.1 – DEFINITIONS

For the purpose of this Renewal License, the following capitalized terms, abbreviations, words, phrases and their derivations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein. The word "shall" is always mandatory and not merely directory.

Access Channel: A Licensee-owned video programming channel which Licensee makes available to the Issuing Authority and/or the Access Corporation without cost for the purpose of transmitting non-commercial programming by members of the public, Town department and agencies, public schools and educational, institutional and other non-profit organizations, subject to and in accordance with 47 U.S.C. 531 and the terms herein.

Access Corporation: The entity designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Government Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 U.S.C. 531.

Affiliate or Affiliated Person: A Person that owns or controls, is owned or controlled by, or is under common ownership or control with, another person.

Basic Service: Means the lowest tier of service which includes the retransmission of local television broadcast signals.

Cable Communications Policy Act of 1984 ("CCPA" or "Cable Act"): Public Law No. 98-549, 98 Stat. 2779 (1984), amending the Communications Act of 1934, and effective on December 29, 1984, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law No. 102-385 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

Cable Service or Service: The one-way transmission to subscribers of video programming or other programming services, together with subscriber interaction, if any, which is required for

the selection or use of such programming which Licensee may make available to subscribers generally, in accordance with the Cable Act.

Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within the Town, as defined in accordance with the Cable Act, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

Channel: A portion of the electromagnetic frequency spectrum, which is used in a cable system and which is capable of carrying a television channel.

CMR: Code of Massachusetts Regulations.

Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

Division: The Massachusetts Cable Television Division of the Department of Telecommunications and Cable (DTC).

Downstream Channel: A channel over which signals travel from the Cable System headend to an authorized recipient of programming.

Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.

Effective Date: - March 25, 2008.

FCC: The Federal Communications Commission, or any successor agency.

Franchise Fee: The payments to be made by the Licensee to the Town of Holbrook or its PEG Access designee(s), which shall have the meaning set forth in Section 622(g) of the Cable Act.

Gross Annual Revenues: Revenue received by the Licensee from the operation of the Cable System in the Town of Holbrook for the provision of Cable Service(s) including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees; any and all Cable Service fees and/or cable service charges received from Subscribers;

installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; all Commercial Subscriber revenues; Converter, remote control and other equipment rentals, and/or leases or and/or sales; Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly from or in connection with the operation of the Cable System for the provision of Cable Service to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of Affiliates and/or Persons received from the operation of the Cable System for the provision of Cable Service over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to the operation of the Cable System for the provision of Cable Service. Gross Annual Revenues shall not include fees on Subscriber fees, any fee, tax or assessment imposed or assessed on services furnished by the Licensee and paid to any governmental entity and collected by the Licensee on behalf of such entity. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting Principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

Issuing Authority: The Board of Selectmen of the Town of Holbrook, Massachusetts.

Leased Access Channel: Any video channel available for lease for programming by persons other than Licensee subject to and in accordance with 47 U.S.C. 532.

Licensee: Comcast of Massachusetts I, Inc., or any successor or transferee in accordance with the terms and conditions in this License.

License Fee: The payments to be made by the Licensee to the Town of Holbrook, which shall have the meaning set forth in M.G.L. Chapter 166A, §9.

Multichannel Video Programming Distributor: Shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

Normal Business Hours: As defined in 47 CFR 76.309 to be those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

Outlet: An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's cable television equipment to the Cable System.

Person: Means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority.

Public, Educational and Government ("PEG") Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority, its designees, Holbrook educational institutions and/or educators wishing to present non-commercial public, educational and governmental programming and/or information to the public.

Public Ways: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parkways and ways that are in the nature of streets and roads or any other easements or rights of way dedicated for compatible uses, and other publicly owned real ways within or belonging to the Town now or hereafter existing, or other public right-of-way, including, but not limited to, compatible public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses, which shall entitle the Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any compatible easement now or hereafter held by the Issuing Authority within the Town of Holbrook for the purpose of public travel and/or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Licensee to the use thereof for the purposes of installing, operating, and maintaining the Licensee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose without applicable legally required permits, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

Public Buildings: Means those buildings owned or leased by the Issuing Authority for government administrative purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

Renewal License or License: Means this Agreement and any amendments or modifications in accordance with the terms herein.

Subscriber: Means a Person or user of the Cable System who lawfully receives Cable Service with the Licensee's express permission.

Subscriber Network: Means the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

Transition Date: no later than September 25, 2008.

Town: The Town of Holbrook, Massachusetts.

Upstream Channel: A channel over which signals travel to the headend from remote points of origination.

Video Programming or Programming: The programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1 – GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984 as further amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal License is granted, and subject to the terms and conditions set forth herein, the Board of Selectmen, as the Issuing Authority of the Town, hereby grants a non-exclusive cable television Renewal License to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable System within the Public Way and the corporate limits of the Town of Holbrook. Nothing in this License shall be construed to prohibit the Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

Section 2.2 – RIGHTS AND PRIVILEGES OF LICENSEE

Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee, the right to construct, upgrade, install, operate and maintain a Cable System in, under, over, along, across or upon the Public Ways of the Town of Holbrook within its municipal boundaries and subsequent additions thereto for the purpose of cable television system reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services, video return line services, and other services customarily provided by a cable operator subject to and in accordance with all applicable laws.

Section 2.3 – APPLICABLE LAW

This License is granted under, in compliance with and subject to Chapter 166A of the Massachusetts General Laws and all other lawful general laws and lawful acts of the Legislature, and in compliance and subject to all applicable federal law, including, but not limited to, all rules of the Federal Communications Commission ("FCC"), as amended, and in compliance with and

subject to all other generally applicable municipal, state and federal laws in force and effect during the period for which this License is granted.

Section 2.4 – TERM OF RENEWAL LICENSE

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on March 25, 2008 and shall terminate at midnight on March 24, 2018.

Section 2.5 – POLE AND CONDUIT ATTACHMENT RIGHTS [SEE M.G.L.c. 166 §22-25]

Pursuant to M.G.L.c. 166, §22-25, permission is hereby granted to the Licensee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities and provided that in those situations where a new grant of location is required, Licensee shall obtain a grant of location, to the extent required by law. By virtue of this License the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

Section 2.6- RENEWAL [SEE M.G.L.c. 166A §13]

(a) In accordance with the provisions of federal law, M.G.L.c. 166A, § 13 and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by the Licensee and the Issuing Authority and shall contain such modified or additional terms as the Licensee and the Issuing Authority may then agree.

Section 2.7 – TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

(a) To the extent required by M.G.L.c. 166A, Section 7, and the regulations of the Division promulgated thereunder (207 CMR 4.00 et. seq.), this License or control thereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld, conditioned or delayed. Such consent shall be given only after a public hearing upon a written application and forms therefore as

provided by the Division and on FCC or other applicable forms. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee.

(b) Any transfer or assignment of license shall, by its terms, be expressly subject to the terms and conditions of this Renewal License and obligations, if any, arising from the award of this Renewal License. Any transferee or assignee of this Renewal License shall be subject to the terms and conditions contained in this Renewal License.

(c) The Licensee shall submit to the Issuing Authority the license transfer application, including any forms required by state or federal law. Upon written request, the Licensee shall submit up to four (4) copies to the Issuing Authority. Unless otherwise allowed by applicable law, the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. If no action is taken by the Issuing Authority on the application after 120 days, the application shall be deemed approved.

Section 2.8 – NON-EXCLUSIVITY OF LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable System within the Town of Holbrook; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) In the event an application for a new cable television license is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall, upon request of Licensee, serve a copy of such application upon any existing Licensee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service within a reasonable time thereafter.

(c) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome, than those contained in this Renewal License including, but not limited to: franchise fees; insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. To the extent allowed by applicable law(s), the grant of any additional cable television

license(s) shall be on equivalent terms and conditions as those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted or amended on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons and reasonable evidence for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate, with reasonable evidence that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested.

(ii) Should the Licensee demonstrate, and the Issuing Authority find, that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall make equitable amendments to this Renewal License within ninety (90) days.

(d) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

Section 2.9 – POLICE AND REGULATORY POWERS

By executing this License, Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general ordinances and bylaws necessary to the safety and welfare of the public and of general applicability and not specific to this License, not specific to Licensee, not specific to this Cable System or not specific to cable operators only. Licensee shall comply with all applicable lawful bylaws and/or ordinances enacted by the Town and/or Issuing Authority pursuant to any such powers. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers may be resolved in a court of competent jurisdiction or other State agency with lawful jurisdiction.

Section 2.10 – REMOVAL OR ABANDONMENT

The parties shall be subject to applicable state and federal laws regarding removal and abandonment of the Cable System including but not limited to 47 U.S.C. 547 and M.G.L. Ch. 166.

ARTICLE 3

SYSTEM DESIGN, CONSTRUCTION AND OPERATION

Section 3.1 – AREA TO BE SERVED [SEE M.G.L.c. 166A § 3(a)]

(a) Subject to applicable law, the Licensee shall make its Cable System Service available to residents of the Town, via the public right of way in the Town or easements in the Town over which the Town has control, where the minimum density is at least thirty (30) dwelling units per aerial mile and sixty (60) dwelling units per underground mile, within seven (7) days of a request therefore, subject to paragraph (b) below, unless the Licensee is legally prevented from doing so by factors outside of the Licensee's control, and/or including, but not limited to, denial of access by owners of private property or Multiple Dwelling Units ("MDU"). The Licensee shall make a reasonable effort to obtain such private rights-of-ways and MDU access agreements in the Town in order to make Cable Service(s) available to all residents.

(b) Subject to the density requirement, Licensee shall offer Cable Service to all new homes or previously unserved homes located within one hundred fifty (150') aerial feet of the Licensee's Distribution Cable. For non-Standard Installations the Licensee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Licensee from a contiguous cable television system or currently unserved but could be served by abutting town(s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting town.

(c) Provided Licensee has at least ninety (90) days prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely notice of trenching and underground construction to the Licensee. In the initial opening of residential subdivision trenching, Comcast shall not be responsible for the digging and back-filling of all trenches to the extent that this is consistent with the treatment of other companies with respect to subdivision trenching.

(d) If in areas of the Town all of the transmission and distribution facilities of all of the respective public or municipal utilities, if any, in Town are underground, the Licensee shall place its Cable Systems' transmission and distribution facilities underground; provided that (1) such underground locations are actually capable of accommodating the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality, and (2) in the event that the Town develops and implements an underground project for which it plans to utilize Town funds to reimburse utilities for the cost of said undergrounding, it shall include the Licensee's cost in any planning to equitably disburse available Town funds to reimburse the Licensee, if said Town funds are from a source which may legally be made available to Licensee. In any area of Town where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Licensee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

Section 3.2 – SUBSCRIBER NETWORK

The Licensee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz.

Section 3.3 – SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP

The Licensee shall make its service available to every residential (non-commercial) dwelling unit in the service area in the Town regardless of its geographical location, subject to Section 3.1 above. Installation costs shall be nondiscriminatory except that an additional charge for time and materials may be made for non-standard and customized installation within a subscriber's residence or except when Licensee is engaged in marketing promotions. Any dwelling unit within one hundred fifty (150) feet of the distribution cable for an aerial drop, shall be entitled to a standard installation rate, however, Licensee may reasonably charge subscribers for nonstandard and customized installations. Subscribers may be charged for drops in excess of the standard footage or for non-standard installation drops, for materials and labor, and upon request, subscribers shall be provided an itemized cost estimate for the same prior to acceptance of the

terms for such non-standard drop and such itemization shall disclose the basis for Licensee's deeming the installation non-standard. If requested by the Issuing Authority, Licensee shall meet with the Issuing Authority or his/her designee to discuss, for advisory purposes, the basis of Licensee's determining that an installation is non-standard.

Section 3.4 – SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) Licensee shall continue to provide and maintain, at no charge, one (1) subscriber Cable Drop and Outlet and Basic Service to all existing sites listed in **Schedule 3.4**, attached hereto and made a part hereof. The internal wiring shall be the responsibility of the institution.

(b) Licensee shall supply one (1) converter for each Outlet, without charge to the Town, if necessary for the reception of monthly Service. Licensee shall maintain such Outlets and converters for normal wear and tear, at its sole cost and expense; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft. Licensee shall install one Drop and/or Outlet to any new Public Building or School along the cable system's trunk and distribution system within sixty (60) days of any such requests from the Issuing Authority, weather conditions permitting.

(c) Nothing in this Section shall require the Licensee to move existing Drops or Outlets, or install an additional Drop or Outlet to any municipal or Town owned or leased Public Building which already has a Drop or Outlet.

Section 3.5 – STANDBY POWER

The Licensee shall maintain a minimum of twenty-four (24) hours standby power at the headend facility and any sub-headend facilities servicing the Town. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of normal power supply.

Section 3.6 – TREE TRIMMING

In the installation, maintenance, operation and repair of the poles, cables wires and all appliances or equipment of the Cable System, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all lawful generally applicable rules established by the Issuing Authority and/or its

designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

Section 3.7 – UNDERGROUND WIRING OF UTILITIES

Licensee shall comply with all applicable state laws and regulations concerning Massachusetts "DIG-SAFE" requirements pursuant to M.G.L.c.82, §40 and lawful laws, bylaws and/or ordinances of general applicability concerning street openings and grants of locations.

Section 3.8 – PEDESTALS AND VAULTS

In any cases in which vaults, housing devices or pedestals are to be utilized, in the Town Public Ways or within the Town public layout, such equipment must be in accordance with applicable lawful Public Works Department, or similar department, regulations. In any event, Licensee will comply with Town lawful ordinances or by-laws and regulations of general applicability with respect to the foregoing. This provision shall not apply to vaults, housing devices or pedestals currently in use as of the Effective Date.

Section 3.9 – PRIVATE PROPERTY

Licensee shall be subject to all lawful laws, ordinances, bylaws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable System in the Town. Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable System at its sole cost and expense.

Section 3.10 – RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, surface, sidewalk or other improvement of any private way, Public Way or public place, it shall be replaced and the surface restored in as good condition as before entry as is reasonably possible as soon as possible, subject to the lawful requirements of the Town's Department of Public Works or their designee. Such street restoration shall be in accordance with the lawful generally applicable requirements of the Department of Public Works. If the Licensee fails to make such restoration within a reasonable time, the Town may fix a reasonable time and notify the Licensee in writing of the restoration required and the time fixed for performance. Upon failure of the Licensee to comply within the

time specified, the Town may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee upon written demand by the Issuing Authority. However, prior to such repair or restoration, the Town should submit a written estimate to the Licensee of the actual cost of said repair or restoration.

Section 3.11 – COOPERATION WITH BUILDING MOVERS

The Licensee shall, upon ninety (90) days written request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure, so long as other comparable utilities are subject to similar requirements. The expense of such raising or lowering shall be in accordance with applicable law or if applicable law does not specify such expense, by the party requesting such relocation. The Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

Section 3.12 – RELOCATION OF FACILITIES

The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for good reason such as traffic, public safety, street construction, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles. In this respect, the Licensee shall be treated the same as other affected utilities. The Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

Section 3.13 – SERVICE INTERRUPTION; REBATES

Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System and, if practical, Licensee shall do so only during periods of minimum use. Rebates for service interruptions shall be in accordance with Section 7.5 of this Renewal License and applicable law, including FCC customer service regulations.

Section 3.14 – CONSTRUCTION AND MAINTENANCE STANDARDS

(a) The Licensee shall construct and operate a Cable System and render service to subscribers consistent with all applicable regulations during the term of this License. The construction, maintenance and operation of the Cable System for which this License is granted

shall therefore be in conformance with all applicable laws, bylaws/ordinances of general applicability, codes and regulations, including but not limited to OSHA, the National Electric Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(b) All structures, lines, equipment, cables and wires in, over, under, and upon streets, sidewalks, alleys, and Public Ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

Section 3.15 – RIGHT OF INSPECTION

The Issuing Authority and/or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations or the performance of the facilities, and that such inspections are conducted after reasonable notice to the Licensee, except in emergency situations and except in routine DPW or Highway Department inspections of street restoration work. The Licensee shall be entitled to have a representative present during such inspections in accordance with the above.

Section 3.16 – EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System, the Town shall have the right to do so at the sole cost and expense of Licensee to repair such cut or relocation, provided however that, wherever reasonably possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment, with said notice not being subject to the formal notice requirements of Section 8.6. Licensee shall have the right to seek and be eligible for, where applicable, reimbursement under any applicable insurance or government program providing for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

Section 3.17 – EMERGENCY AUDIO ALERT

The Licensee shall provide an emergency audio alert system that shall comply with the FCC's Emergency Alert System ("EAS") regulations and applicable mandatory Massachusetts Emergency Management Agency regulations, if any.

ARTICLE 4

RATES AND PROGRAMMING

Section 4.1 – INITIAL RATES

The initial rates for all programming, installation and equipment which are in effect on the Effective Date of this License are listed in **Schedule 4.1** attached hereto. These rates are provided for informational purposes only and are subject to change at Licensee's sole discretion pursuant to applicable law.

Section 4.2 – RATE RE-REGULATION

The Issuing Authority reserves the right to regulate rates for Cable Service to the extent such regulation is allowed at this time, or hereafter, under the applicable federal and state law.

Section 4.3 – PROGRAMMING CATEGORIES

In accordance with applicable law, Licensee has offered and shall provide the following Cable Services:

- (a) The broad categories of broadcast stations, satellite services and other Cable Services set forth in **Schedule 4.3** attached hereto;
- (b) All PEG Access channels required by Article 5 (PEG Access Programming) of this License.

Section 4.4 – PROGRAMMING TIERS

(a) The initial programming and services offered by Licensee are listed in **Schedule 4.4**, attached hereto. This schedule of programming tiers is provided for informational purposes only and is subject to change at Licensee's sole discretion pursuant to applicable law.

(b) The Cable System shall be technically capable of transmitting Town-specific access programming and commercial programming, provided however, Issuing Authority acknowledges it has no rights nor ability to mandate specific programming, however both the Issuing Authority and the Licensee reserve their rights with respect to access programming.

Section 4.5 – LEASED ACCESS

Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Licensee will make available channel capacity for commercial use by persons unaffiliated with Licensee. Upon request, Licensee shall provide interested persons a copy of its current leased access policy with current rates and terms for commercial leased access. Rates for use of commercial access channels shall be negotiated between Licensee and the commercial user in accordance with federal law.

Section 4.6 – STEREO TV TRANSMISSIONS

All commercial and satellite signals received by Licensee in stereo shall be cablecast in stereo.

Section 4.7 – CHANNEL LINEUP

Licensee shall notify the Issuing Authority and subscribers, 30 days in advance, of a substantial change in programming services in accordance with applicable law. Any such notification shall comply with state and federal guidelines as to the means of such notification.

Section 4.8 – REMOTE CONTROLS

Licensee shall allow subscribers to purchase, from parties other than the Licensee, and to utilize remote control devices which are deemed compatible with the converter installed by Licensee. Licensee may require a separate reasonable charge for use of the remote control capacity of its converter. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

ARTICLE 5

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS AND INSTITUTIONAL NETWORK

Section 5.1 – ESTABLISHMENT OF THE ACCESS CORPORATION AND TRANSFER OF EQUIPMENT

(a) No later than the “Transition Date”, the Issuing Authority-designated non-profit charitable corporation, known as Holbrook Community Access and Media, Inc. (hereinafter the “Access Corporation”), shall assume responsibility for the provision of the Access programming, facilities and equipment within the Town for the public and charitable purpose of supporting Public, Educational and Governmental (PEG) Access television. Said Access operations shall be pursuant to the provisions of Article 5 herein and pursuant to the federal Cable Act provisions governing Access as set forth at 47 U.S.C. 531. As of the Transition Date, the Licensee shall have no further studio operation or programming production responsibilities for Access in Holbrook.

(b) Prior to the Transition Date, the Licensee will continue to operate the Holbrook Access operation consistent with past practices. Prior to the Transition Date, the Access Corporation, if duly established by filing Articles of Organization and by-laws prior to said Transition Date, may take such actions as deemed by its Board of Directors necessary and convenient for preparation for assuming responsibility for local access programming on the Transition Date.

(c) On the Transition Date, Licensee shall, for the amount of one dollar (\$1.00), transfer and assign ownership of the existing studio and playback equipment, as listed in **Schedule 5.1(c)**, to the new Access Corporation, for Access Corporation ownership and use at the studio location to be designated by the Access Corporation. Licensee makes no warranties or representations that will apply after the transfer of the equipment (with respect to the condition of said existing equipment) and Access Corporation acceptance of equipment will be “as is”. However, Licensee shall reasonably maintain and repair such equipment prior to transfer to the Access Corporation and Licensee shall provide funds for new equipment and equipment repairs as set forth in Section 5.3. Licensee shall, after the transfer and assignment of title, have no further responsibility for said existing equipment, including, but not limited to repairs, replacement, relocation, maintenance,

and insurance. The foregoing equipment shall be owned by the Access Corporation, but for use of the public and Town.

(d) Any transferable manufacturer's warranties and existing manuals that Licensee has with respect to existing studio equipment shall be transferred to the Access Corporation.

(e) Upon the Execution Date, the Licensee shall transfer ownership of the playback equipment formerly located in Holbrook and relocated in the Easton studio, as listed in Schedule 5.1 (c), to the Town for use of the Access Corporation. Additional playback equipment stored by the Licensee shall also be made available for relocation from the Easton facility, as listed in Schedule 5.1 (c). Prior to the Transition Date, a vendor hired by the Town shall relocate and install all necessary playback equipment at the new location in Holbrook Town Hall. Licensee shall have a technician reconnect the signal transport upon completion of the playback installation.

(f) Equipment formerly located in the Holbrook studio at 169 North Franklin Street and stored by the Licensee, as listed in Schedule 5.1 (c), shall be transported by the Licensee to the new studio location. Upon thirty (30) days advance written notice, along with the relocation payment of one-thousand dollars (\$1,000.00), the Licensee shall transport such equipment to the Access Corporation studio.

Section 5.2 – ACCESS CORPORATION RESPONSIBILITIES

(a) The Access Corporation shall provide services to Public, Educational and Governmental access users as follows:

- (1) Operate the studio and schedule, operate and program the two (2) Public, Educational and Governmental Access Channels and generally carry out the charitable public purposes as provided in accordance with this Article 5;
- (2) Manage the annual funding provided pursuant to Section 5.3(a);
- (3) Purchase and/or lease equipment, with the funds provided in Section 5.3 herein;
- (4) Conduct training programs in the skills necessary to produce Public, Educational and Governmental Access Programming;
- (5) Provide technical assistance and production services to access users;
- (6) Establish rules, procedures and guidelines (with advisory consultation with the Issuing Authority or its designee) for use of the Public, Educational and Governmental Access Channels;

- (7) Provide publicity, fundraising, outreach, referral and other support services to Public, Educational and Governmental Access Users;
- (8) Assist Users in the production of Programming of interest to Subscribers and focusing on local issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the Public, Educational and Governmental Access Channels, facilities and equipment as appropriate and necessary including development of and training in cable and media-related technologies useful to the general public.

(b) The Government Access channel shall be operated by the Access Corporation, or a government access designee as determined by the Issuing Authority, subject to control of government access programming by the Issuing Authority and in accordance with lawful guidelines adopted by the Issuing Authority (with respect to government but not public access programming) and in accordance with applicable law. Further, the Issuing Authority reserves the right to remove Government Access from Access Corporation operations and reserves the right to designate independent Government Access producers to provide Government Access coverage and programming, subject to applicable law.

(c) On or about the close of its fiscal year, the Access Corporation shall provide the Issuing Authority with an annual report describing studio activity and expenditures, not for Issuing Authority approval, but for Issuing Authority information and advisory consultation. Upon request from Licensee, said report shall be annually copied to Licensee after filing with Issuing Authority.

(d) The Access Corporation may require members of the public to assume individual responsibility for any PEG Access program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the Town, Licensee and Access Corporation harmless for same, subject to Cable Act and FCC requirements. It is the intent of the parties that producers be on notice that neither the Licensee nor the Issuing Authority assume editorial responsibility for such individual's local productions and therefore are not liable for the errors, if any, of such individual local access producers.

(e) It is the intent of the parties that following formation of the Access Corporation, said Access Corporation shall apply to the Internal Revenue Service for tax exempt status as a charitable non-profit corporation and act in accordance with applicable requirements as a non-commercial tax exempt organization.

(f) To inform the public about use of the local studio facilities and channels, the Access Corporation shall conduct periodic outreach to publicize same, including reasonable cablecasting notice of the availability of the equipment, facilities and of training.

(g) Access Corporation shall use reasonable efforts to maintain and replace existing studio equipment for use of Holbrook residents and organizations, as needed to assure that the studio equipment is maintained at an industry performance level customary and usual for such equipment.

(h) The Access Corporation and the Issuing Authority, or its designees, shall meet from time to time, upon the request of either party, to discuss and cooperatively implement the terms hereof.

(i) Residents of the Town, and organizations based in the Town, shall have the right to produce programming on the Public Access channel, and shall have access to facilities and equipment, upon completion of a training program, or upon certification of proficiency by Access Corporation staff, and shall have access to training. The foregoing shall be subject to lawful rules, if any, established by the Access Corporation, with consultation of the Issuing Authority.

(j) By executing this License, the Issuing Authority designates Holbrook Community Access Media, Inc. (H-CAM) to act as the Access Corporation in furtherance of the public, educational and governmental purposes herein, subject to and in accordance with this License and the Articles of Organization of said Corporation.

Section 5.3 – ACCESS CORPORATION SUPPORT

(a) The Access Corporation shall receive quarterly payments from the Licensee for its operational and other expenses equal to an average of four and three tenths percent (4.3%) of Licensee's Gross Annual Revenues over the term of this License, payable to the Access Corporation for PEG Access purposes, beginning upon notification to the customer and subsequent collection of PEG Access support following the execution of this Renewal License. Each operating payment shall be based on revenue generated during the previous calendar quarter, and payable according to the following schedule:

4.80% of Gross Annual Revenues	In years 1 and 2 of the license term
4.30% of Gross Annual Revenues	In years 3, 4, 5, 6
4.05% of Gross Annual Revenues	In years 7, 8, 9, 10

Comcast's studio costs, from the Execution Date until Holbrook's usage of the Easton studio ends, shall be deducted equally from the first four quarterly payments, with a charge of Two Thousand Nine Hundred Dollars (\$2,900) for each *month* of the Easton studio use. Town shall give thirty (30) days advance notification to the Licensee of the Town's final day of using the Easton studio.

The quarterly payments shall be pursuant to the following schedule:

<u>Payment Period</u>	<u>Due</u>
January 1 - March 31	May 31
April 1 – June 30	August 31
July 1 – September 30	November 30
October 1 – December 31	February 28

The final period covered under this license will be January 1, 2018 to March 24, 2018 and will be due and payable by May 31, 2018. All such payments will be accompanied by a Revenue Reporting Form, attached as **Schedule 5.3(a)**, showing, with reasonable itemization, Gross Annual Revenues. In the event of an inconsistency between said form and the definition of Gross Annual Revenues in Article 1, the definition shall control the determination of revenues.

(b) To enable start-up and hiring in advance of the Access Corporation start-up date, Licensee shall make a Seventy Five Thousand Dollar (\$75,000) prepayment to the Access Corporation (if said Access Corporation is duly created by filing of Articles of Organization with the Secretary of State) with said pre-payment to be paid forty-five (45) days after the Effective Date and subject to receipt by Licensee of the Licensee's Vendor Form filed by the Access Corporation. The prepayment shall be credited equally against the first four quarterly payments.

(c) In the event the Access Corporation relocates to a new facility, Licensee shall interconnect such new studio subject to the following: if the studio is located at 600 South Street the cost of such interconnection shall be deducted equally from the first four quarterly payments to the Access Corporation. The Seventeen Thousand Dollar (\$17,000) estimate to interconnect 600 South Street is good for ninety (90) days from the Execution Date. In the event that the studio is located in an alternative location, the Licensee shall first create and submit a new estimate to the Access Corporation. The Licensee shall interconnect and the actual costs of such interconnection shall be deducted equally from the first four quarterly payments to the Access Corporation, subject to the Licensee first providing the Issuing Authority and the Access Corporation with an estimate of such interconnection costs, and subject to Issuing Authority and Access Corporation consent.

Section 5.4 – PEG CHANNELS

(a) Throughout the balance of the License term, Licensee shall continue to make available two (2) subscriber network downstream video channels for public, educational and governmental access with the determination of which channels are to be used for public, educational and governmental uses as determined jointly by the Issuing Authority and Access Corporation. Licensee does not relinquish its ownership of any channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental User – acquires no property interest in the channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use.

(b) No later than the Transition Date, said Access channels shall be under the management of the Access Corporation, subject to public access rights in accordance with the federal Cable Act, 47 U.S.C. 531 and the terms hereof. Government Access use of an Access channel shall be as determined by the Issuing Authority, subject to Access Corporation responsibility for the physical and technical operation of that channel.

(c) The Educational Access uses of the designated access channels shall be determined jointly by the Access Corporation and the Holbrook Public Schools, and shall be for non-commercial educational and school-related programming and subject to such reasonable operating rules as the Superintendent of Schools, the Issuing Authority and the Access Corporation or their designee(s) may adopt subject to applicable law.

(d) The Access Channels shall not include commercial, political or campaign advertising but may include acknowledgments of support and underwriting, consistent with the standards applicable to non-profit public broadcasting stations.

(e) Licensee shall continue to be responsible for providing, maintaining and replacing, as needed, equipment located at the headend or hubsite for the operation and automated switching of said two access channels.

(f) The Access Corporation shall be responsible for providing, maintaining and replacing modulators at remote sites with Origination Capability, and for any manual switching that may be required. Any manual switching at the origination points required to facilitate said programming shall be the responsibility of the Access Corporation, however, Licensee shall be responsible for automated switching at the hubsite and Licensee shall be paid an hourly rate for manual switching within the headend or hubsite if manual switching is requested by the Access Corporation and required and necessary, and subject to availability of Licensee's staff.

(g) The Access Corporation shall be responsible for end user equipment up to and through the output of the modulators at the user locations.

(h) Licensee may require access to the Town and/or Access Corporation owned modulator(s) for the purpose of testing and/or adjusting output levels of the modulator(s) and Licensee shall test and adjust the output levels if reasonably needed, however, Licensee may require the Access Corporation or School Department, as applicable, to first test and determine if end-user equipment is the source of apparent signal problems, if any.

(i) Public use of the access facilities and channels shall be on a non-discriminatory basis subject to non-discriminatory and customary station scheduling practices and lawful standards.

(j) The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that such channels are maintained at standards commensurate with those which apply to the Cable System's commercial channels. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests.

Section 5.5 – PEG ACCESS CABLECASTING

(a) The cable system shall be capable of cablecasting video and audio transmissions from the Access studio location to be determined in accordance with Section 5.3(a) herein, such connection to be paid for by the Access Corporation, and from certain other origination sites listed in **Schedule 5.5** attached hereto.

(b) It shall be the Licensee's sole responsibility to ensure that said PEG Access programming is properly switched electronically to the appropriate Downstream Channel, in an efficient and timely manner. The demarcation point between the equipment owned, operated and maintained by the Licensee and the equipment owned, operated and maintained by the Town and/or its designee shall be the output of the Town and/or Access Corporation modulator at any of the origination sites listed in Schedule 5.5.

(c) The Licensee shall provide and maintain all necessary switching and/or processing equipment located at its hub-site or headend in order to switch upstream signals carrying PEG Access Programming from the location(s) listed in Schedule 5.5 to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(d) The Licensee shall hold all rights and title in the physical property of the I-Net, but shall provide the Town the right to use the I-Net, free of charge throughout the remaining term of

this Renewal License, for non-commercial purposes. Licensee may pass the costs of maintenance of the I-Net through to its customers.

(e) The Access Corporation shall be responsible for scheduling and transmitting access programming on the PEG Access channels. The Access Corporation shall continue to provide and maintain, and replace if necessary, the access channel video modulators - as provided by Licensee as of the expiration of the current license except as provided in Section 5.5(c) with respect to the headend or hubsite.

Section 5.6 – ARCHIVING

Upon request of the Issuing Authority or his designee, Licensee shall exercise best efforts to transfer to the Issuing Authority, its designee, or the Access Corporation archived videotapes in its possession if pertaining to Holbrook and its history, subject to applicable copyright laws.

Section 5.7 – EXTERNALIZATION

Any externalization or pass-through of franchise related costs will be done in accordance with FCC regulations and other applicable law.

Section 5.8 – LATE PAYMENTS

Should Licensee fail to timely make any payment required under Article 5 of this Renewal License, and should such failure continue for a period of 10 days from written notice thereof, then it shall additionally be charged interest which shall accrue from the date payment is due at an annual rate not to exceed the prime rate of interest then current at the Chase Manhattan Bank of North America. Payment of this interest charge shall not preclude any other remedy available to the Issuing Authority under applicable law.

Section 5.9 – REPORT OF DISBURSEMENTS

(a) Annually, on or before March 15th, the Issuing Authority, or its designee, shall submit to the Licensee a written report showing actual disbursements made of the funds provided by the Licensee on behalf of the Access Corporation, pursuant to Article 5 herein.

(b) Said report shall explain in detail the allocation of funds, a justification of the use of the funds, and any operating interests of the various entities, if any, using the PEG Access facilities.

(c) If upon review of the report, the Licensee finds that any use of the funds by the access provider have been inappropriately related to PEG Access, the Licensee may submit a written request for a hearing before the Issuing Authority. After such hearing, the Issuing Authority shall submit a written response to the Licensee stating its assessment of the use of funds. If the Issuing Authority and Licensee agree that funds have not been used appropriately, the Issuing Authority shall take the necessary measures to assure future funds are expended appropriately.

(d) If upon receipt of a subsequent report, the Licensee determines that the use of funds again have not been appropriate, the Licensee may, in writing, request another hearing before the Issuing Authority. Providing the Issuing Authority finds in accordance with the Licensee's determination, the Issuing Authority shall direct the Licensee to withhold an amount of PEG Access support and or PEG Access capital payments, an amount corresponding to the subject of the dispute, until such a time safeguards are in place to assure the appropriate use of the funds.

~~(e) If following the Licensee's second request for the Issuing Authority's remedial action, the Issuing Authority disagrees with the Licensee, regarding the inappropriate use of funds, the matter may be referred to the Cable Division, or its successor, upon written request of the Licensee, or to such other arbiter as may be agreeable to the parties.~~

ARTICLE 6

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 6.1 – CUSTOMER SERVICE

(a) The Licensee shall maintain a publicly listed, toll-free, customer service number for the general purpose of serving customer needs including receiving and resolving complaints, including without limitation, those regarding service, equipment malfunctions or billing and collection disputes.

(b) For the term hereof, residents of Holbrook may have access to Licensee's area customer service office for general purposes including accepting payments and receiving and resolving all complaints, including without limitation, those regarding service, equipment malfunctions or billing and collection disputes. The business office shall be open for walk-in business during normal business hours.

Section 6.2 – TELEPHONE ACCESS, INSTALLATIONS, OUTAGES AND SERVICE CALLS

(a) Licensee shall maintain a call center, with trained customer service personnel, to receive and log service calls and complaints. Licensee shall comply with the FCC standards regarding response to customer phone calls, which are attached as **Schedule 6.2** and made a part hereof. Licensee's employees shall be informed how to respond in case of emergencies requiring standby technicians. Licensee shall call on standby personnel when it is evident that the complaints received are indicative of an outage as described in Section 6.4 (f). Licensee agrees to be bound by the customer service obligations adopted by the FCC in 47 C.F.R. § 76.309(c), as they may hereafter be amended, a copy of which is attached as Schedule 6.2.

(b) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis. A Subscriber shall receive a busy signal less than three percent (3%) of the time, measured on a quarterly basis, under normal operating conditions.

Section 6.3 -CUSTOMER SERVICE CALL CENTER

(a) The Licensee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all state and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the Licensee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 6.4 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s), for new Standard aerial installations, to Holbrook residents who request Service within seven (7) business days of said request, however the foregoing shall not be applicable in the event subscriber cannot schedule an installation within said seven day period. For non-Standard Installations the Licensee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations.

(b) In arranging appointments for either Cable Television installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice of whether said installation visit or service call will occur during reasonable time slots of no more than four hours in duration.

(c) The Licensee shall make Cable Television installation and service calls to its Subscribers during Normal Business Hours, as defined in 47 CFR 76.309, and shall include some evening and/or weekend hours.

(d) A service interruption problem received after Normal Business Hours, as defined by the FCC's customer service standards, shall be acted upon the next business day.

(e) The Licensee shall ensure that there are stand-by technician's on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar complaint calls or a number of calls coming from the same area.

(f) System outages shall be responded to promptly by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(g) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 6.5 – MINIMUM SUBSCRIBER INFORMATION

In accordance with applicable law, Licensee will provide all prospective subscribers with complete, clear and concise written information before consummation of any agreement for initial installation of cable service. Such sales materials shall disclose the price and other information concerning Licensee's lowest cost basic service. Such information shall include but not be limited to the following:

(a) All service and rates, deposits if applicable, installation costs, additional television set charges, service upgrade or downgrade charges, and relocation of cable outlet charges.

(b) Written information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service.

(c) Written information concerning equipment compatibility.

(d) Written information concerning the availability of special equipment such as, A/B switches, and parental control features and all other equipment notifications contained in 207 CMR 10.00 et. seq.

(e) Written information concerning privacy policies, pursuant to state and federal law.

(f) Written information concerning procedures for resolution of complaints.

Section 6.6 – PARENTAL CONTROL

(a) Pursuant to applicable law, upon request, the Licensee shall provide subscribers with the capability to control the reception of any channel on the Cable Communications System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge subscriber for use of said box.

Section 6.7 – BILLING AND TERMINATION PROCEDURES

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Schedule 6.7**, as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Form of Bill;
- (iv) Advance Billing, Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security deposits.

Section 6.8 – VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request full disconnection of cable service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first. Licensee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a subscriber. A subscriber who requests full disconnection of cable service shall make a good faith effort to return all of his or her customer premises equipment to Licensee's local business location or any other reasonable location Licensee may designate. Subscribers shall be charged for unreturned equipment. Subscribers are responsible for payment of any unpaid balances on their accounts, including any late fees or other charges.

Section 6.9 – BILLING DISPUTES

In the event of a bona fide billing dispute, Licensee will resolve each dispute within thirty (30) working days of receiving notification from the subscriber. The subscriber shall be responsible for paying only that portion of the bill that is not in dispute. Licensee shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the Licensee or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.

Section 6.10 – PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or user of the Cable Television System and shall not violate such rights through the use of any device or signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Article 6 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

Section 6.11 – PRIVACY

(a) At the time of entering into an agreement to provide any cable service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

(b) The Licensee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

Section 6.12 – POLLING BY CABLE

No poll of a Subscriber or user shall be conducted or obtained, unless (i) the program contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll and (ii) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results only in the aggregate and without individual references.

Section 6.13 – INFORMATION WITH RESPECT TO VIEWING HABITS & SUBSCRIPTION DECISIONS

Except as permitted by §631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 6.14 – SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) Licensee shall make available for inspection by a subscriber at a reasonable time and place all personal subscriber information that Licensee maintains regarding said subscriber.

(b) A subscriber may obtain from Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by Licensee. Licensee may require a reasonable fee for making said copy.

(c) A subscriber or user may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information, shall be directed to Licensee.

Section 6.15 – MONITORING

(a) Neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, signal, input device, or subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable

Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes. The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable State and/or federal law(s).

Section 6.16 – EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to produce, upon request, an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 6.17– NON-DISCRIMINATION

Licensee shall not unlawfully discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of federal and state regulations concerning non-discrimination. This Section 6.17 shall not affect the right of Licensee to offer discounts or engage in other marketing or promotions.

ARTICLE 7

LICENSE ADMINISTRATION

Section 7.1 – REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day-to-day regulation of the Cable System. The Issuing Authority shall monitor and enforce Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify Licensee in writing of any instance of non-compliance and shall afford the Licensee the right to respond pursuant to Section 9.1 herein.

Section 7.2 – INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed provided that this indemnification shall not extend to gross negligence of the Town and its officials, boards, commissions, committees, agents and/or employees. Upon timely receipt of notice in writing from the Issuing Authority, the Licensee shall at its own expense defend any action or proceeding against the Town in which it is claimed that personal injury or property damage was caused by activities of the Licensee, its employees and/or agents, in the construction, installation, operation or maintenance of its Cable System.

Section 7.3 – INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to applicable law, with the Town listed as an additional insured with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no

less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00).

(c) All insurance coverage, including Workers' Compensation in amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

(d) The following conditions shall apply to the insurance policies required herein:

- (i) Such insurance shall commence no later than the Effective Date of this Renewal License.
- (ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.
- (iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in this State.

Section 7.4 – PERFORMANCE BOND

(a) The Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(f) a performance bond in the amount of Twenty-five Thousand Dollars (\$25,000.00) running to the Town with a surety company satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of M.G.L.c. 166A, § 5(a), (m) and (n);
- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L.c. 166A, § 5(g);
- (3) the indemnity of the Town in accordance with M.G.L.c. 166A, § 5(b);
and
- (4) the satisfactory removal or other disposition of the Cable System in accordance with M.G.L.c. 166A, § 5(f); and

- (5) to guarantee the substantial compliance with the material terms of this License.

(b) The Licensee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Issuing Authority's prior written consent. The Issuing Authority shall not unreasonably withhold its consent.

Section 7.5 – SERVICE INTERRUPTIONS

In the event that the Licensee's service to any subscriber is interrupted for twenty-four (24) or more consecutive hours, it will grant such subscriber a pro-rata credit upon request, on a daily basis, equal to that portion of the service charge due for the period of the outage, credited during the next consecutive billing cycle, or apply such credit to any outstanding balance then currently due. In the instance of an individual subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the subscriber.

Section 7.6 – PERFORMANCE EVALUATION SESSIONS

(a) The Issuing Authority may at its discretion, but not more than once a year, hold a performance evaluation session on or about the anniversary of the Effective Date of this License. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, review Licensee's compliance to the terms and conditions of this License, and hear comments, suggestions or complaints from the public. The Issuing Authority shall provide the Licensee with thirty (30) days, advance written notice of such performance evaluation session. The Issuing Authority shall have the right to question Licensee on any aspect concerning the construction, installation, operation or maintenance of the Cable System pursuant to this Renewal License. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the Town and which are not considered proprietary by Licensee. Licensee agrees to meet with Town Counsel to discuss the reasons why it considers such materials to be proprietary.

(b) Within thirty (30) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance with this Renewal License and send one (1) copy to the Licensee and file one (1) copy with the Clerk's Office. If non-compliance is found which results in a violation of any of the material terms and conditions of this

Renewal License, the Licensee shall have an opportunity to respond and propose a plan for implementing any changes or improvements necessary, in accordance with Section 9.1.

Section 7.7 – NON-PERFORMANCE BY THE LICENSEE

(a) The payment of damages for violations under this License shall not be deemed to excuse the violation, unless said payment is made pursuant to a settlement agreement that resolves the violation.

(b) Failure of the Town to enforce the performance of any term of this License shall not be deemed a waiver of its right to insist upon the subsequent performance of that term.

Section 7.8 – LICENSE FEE ENTITLEMENT

(a) Subject to applicable law, Licensee shall, on or before March 15th of each year, submit a license fee to the Issuing Authority as provided in Section 9 of Chapter 166A of the Massachusetts General Laws. The number of subscribers, for purposes of this Section, shall be calculated on the last day of each year unless some other date is required by law.

(b) The Licensee shall not be liable for a total franchise fee financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the PEG Access annual operating funding (Section 5.3(a)) as well as all amounts within the definition of “franchise fee” under federal law including state and federal fees.

Section 7.9 – SUBSCRIBER AND USER COMPLAINTS

Licensee shall keep all written as well as a record of verbal complaints it receives on file in accordance with M.G.L. ch. 166A, Section 10.

Section 7.10 – SUBSCRIBER COMPLAINT REPORT

To the extent required by M.G.L.c. 166A, Section 10, and 207 CMR 7.03, Licensee shall notify the Issuing Authority, on forms prescribed by the Division, of complaints of subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments.

Section 7.11 – INDIVIDUAL COMPLAINT REPORTS

Upon the written request of the Issuing Authority the Licensee shall within ten (10) business days after receiving such a request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken by the Licensee.

Section 7.12 – QUALITY OF SERVICE

Where there exists evidence, which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability, or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s) and any efforts to remedy the problem if the problem is within the control of the Licensee.

Section 7.13 – SERVICE INTERRUPTION REPORT

Licensee shall submit, on a form prescribed by the Division, a list of all significant service interruptions.

Section 7.14 – FINANCIAL REPORTS

Pursuant to M.G.L.c. 166A, Section 8, the Licensee shall file annually with the Division, on forms prescribed by the Division, a financial balance sheet and a statement of ownership. The financial balance sheet, and the statement of ownership shall be filed with the Division and, upon written request, the Issuing Authority, on forms required by the Division. Such statements and balance sheets shall be sworn to by the person preparing same and by an authorized financial representative of the Licensee.

Section 7.15 – NUMBER OF SUBSCRIBERS

Licensee shall file annually with the Issuing Authority a report containing the number of subscribers, which may be included as part of the annual franchise fee payment under M.G.L. ch. 166A, Section 9.

Section 7.16 – LINE EXTENSION REPORT

The Issuing Authority may request in writing, once annually, that Licensee make available for review at Licensee's location a report detailing the areas in the Town in which the Cable System has been extended during said prior year, the dates of said extensions and the number of households capable of receiving cable service(s).

Section 7.17 – REVOCATION OF RENEWAL LICENSE

This License may be revoked by the Issuing Authority, to the extent permitted by law. Any such revocations of this License shall be ordered after a public hearing by the Issuing Authority subject to the appeals provisions of M.G.L.c. 166A, Section 4, or any other rights available to the Licensee.

Section 7.18 – CABLE ADVISORY COMMITTEE

The Issuing Authority may appoint a Cable Advisory Committee and delegate to said Committee such functions as are lawful and customary.

Section 7.19 – INVESTIGATION

Subject to applicable law and regulation, the Licensee shall cooperate fully and faithfully with any lawful investigation, audit, or inquiry conducted by a Town governmental agency; provided however that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with obligations pursuant to this Renewal License.

ARTICLE 8

GENERAL PROVISIONS

Section 8.1 – LICENSE AS CONTRACT UNDER SEAL

Upon its execution by the Issuing Authority and Licensee this License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the Town of Holbrook, on the other hand.

Section 8.2 – ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by instrument in writing executed by the parties.

Section 8.3 – CAPTIONS

The captions to sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of this License. Such captions shall not affect the meaning or interpretation of this License.

Section 8.4 – SEVERABILITY

If any section, sentence, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision thereof, all of which shall remain in full force and effect for the term of this License.

Section 8.5 – FORCE MAJEURE

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term “force majeure” as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of

Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; the unavailability of essential equipment or materials; or any other cause or event not reasonably within the control of the disabled party.

Section 8.6 – NOTICES

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Board of Selectmen, Holbrook Town Hall, 50 North Franklin Street, Holbrook, Massachusetts 02343, with a copy to the Town Counsel, c/o Law Department, Town Hall; or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: VP of Government Affairs, 440 Myles Standish Blvd, Massachusetts 02780 with copies to Attn: Government Affairs, 676 Island Pond Road, Manchester, New Hampshire 03109 and Attn: Government Affairs, 1500 Market Street, Philadelphia, Pennsylvania 19102, or such other address(es) as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

Section 8.7 – REMOVAL OF ANTENNAS

Licensee shall not remove any television antenna of any subscriber but shall, offer to said subscriber and maintain an adequate switching device to allow said subscriber to choose between cable and non-cable television reception.

Section 8.8 – SUBSCRIBER TELEVISION SETS

To the extent prohibited by law, Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that Licensee may make adjustments to television sets in the course of normal maintenance.

Section 8.9 – COST OF PUBLICATION

Licensee shall, upon written request of the Issuing Authority within thirty (30) days of the execution of this License, print and distribute a maximum of fifteen (15) copies of the License.

Section 8.10 – JURISDICTION

Exclusive jurisdiction and venue over and dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or upon appeal, other competent court or agency, and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

ARTICLE 9

DETERMINATION OF BREACH-LIQUIDATED DAMAGES-LICENSE REVOCATION

Section 9.1 – DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License that has a negative impact on Subscribers and/or the Issuing Authority, or except as excused by Force Majeure, the Issuing Authority shall informally discuss the matter with the Licensee. If these discussions do not lead to resolution of the problem, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice either to:

(a) respond to the Issuing Authority in writing and such response may contest the Issuing Authority's assertion of default and in any event shall provide such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail or any other means which can be utilized to verify the mailing date, at thirty (30) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or his or her designee(s) shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall make a written determination whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after such hearings, provides a written determination

that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) seek specific performance of any provision in the Renewal License which lends itself to such remedy as an alternative to damages;
- (ii) commence an action at law for monetary damages;
- (iii) declare the Renewal License to be revoked subject to Section 9.2 below and applicable law;
- (iv) invoke any other lawful remedy available to the Town.

(d) In the event that (i) the Issuing Authority fails to issue a written reply within thirty (30) days accepting or rejecting Licensee's response pursuant to 9.1 (a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 9.1 (b) above; and/or (iii) the Issuing Authority fails to schedule a public hearing no later than fourteen (14) days of having sent a written notice consistent with 9.1 (c) above; and/or (iv) the Issuing Authority fails to issue a written determination within thirty (30) days after the public hearing pursuant to Section 9.1 (c) above; then the issue of said default against the Licensee by the Issuing Authority shall be considered null and void.

Section 9.2 – TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 9.1 above; (ii) the expiration of the term of the Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License. In the event of termination, the Town and Licensee shall in addition have all of the post-termination rights set forth in this Renewal License or applicable law.

Section 9.3 – NO WAIVER-CUMULATIVE REMEDIES

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Town or Licensee to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the

rights of the Town or the Licensee under applicable law, subject in each case to the terms and conditions in the Renewal License.

(c) A waiver of any right or remedy by the Town or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town or the Licensee at any other time. In order for any waiver of the Town or the Licensee to be effective, it shall be in writing. The failure of the Town or the Licensee to take any action in the event of any breach by the Licensee or the Town shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Town or the Licensee to take any action permitted by the Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee or the Town.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF

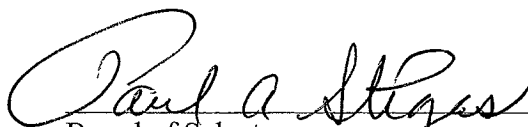
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TOWN OF HOLBROOK

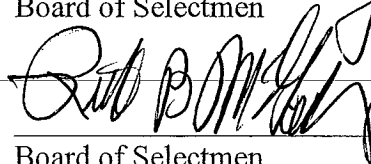
By:



Board of Selectmen



Board of Selectmen



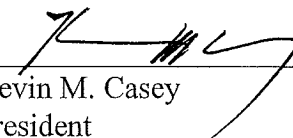
Board of Selectmen



Board of Selectmen

COMCAST OF MASSACHUSETTS I, INC.

By:



Kevin M. Casey

President

NorthCentral Division

SCHEDULE 3.4
PUBLIC BUILDING DROPS

1. ED Admin School	27 Plymouth Street
2. Holbrook Council Aging	9 Jewel Road
3. Holbrook Housing Authority	1 Holbrook Court
4. Holbrook Jr-Sr High School	245 S. Franklin Street
5. Holbrook Library	2 Plymouth Street
6. Holbrook Library	28 Plymouth Street
7. Holbrook Public Safety Building	300 S Franklin Street
8. Town Hall	50 N Franklin Street
9. St. Joseph School	143 S Franklin Street
10. Kennedy School	339 Plymouth Street
11. Public Works Dept	50 N Franklin Street
12. South School	719 S Franklin Street

SCHEDULE 4.1

INITIAL RATES

(see the following page)

SERVICE, INSTALLATION & EQUIPMENT PRICES

Massachusetts: Brockton • Holbrook • Whitman

Dear Valued Comcast Customer,

As a Comcast customer, you may have noticed improvements that we have made in the past year to bring you more choice, control and reliability to your existing home entertainment, Internet and home telephone services. These improvements are made possible by the ongoing investments we make in technologies that will deliver the most advanced products and services to your home or business. To support this continued investment, effective with your February bill certain prices for cable service, installation and equipment will change. Prices for Comcast High-Speed Internet and Comcast Digital Voice are not changing.

Please review the information below and on the following pages that identifies the adjustment and lists the current and new service, installation, and equipment prices. If you are currently enjoying a promotion, your price will remain in effect until the scheduled expiration date of your promotion.

We are committed to continually adding value for all of our customers by offering the best in programming, including the widest selection of On Demand and High-Definition content, blazing-fast high-speed Internet, and a variety of phone features. Our fiber-optic network is stronger than ever and delivers a powerful selection of services you've come to enjoy. We look forward to bringing you more product enhancements and new services in 2008!

- **Comcast Digital Cable with Channel 1 On Demand** — Our ever-growing On Demand library delivers thousands of different movies and shows each month, many of them at no additional cost!
- **High-Definition programming** — Our HD line-up has increased with the introduction of several new HD networks and the addition of more than 200 hours of High-Definition On Demand programming.
- **Comcast High-Speed Internet** — With PowerBoost™ giving you blazing fast speeds when uploading and downloading, plus tons of value-added features at no additional cost. With McAfee® Internet Security Suite, Photoshow, Rhapsody, and Video Mail you can make the most of your Internet experience.
- **Comcast Digital Voice**® — Call anyone, anywhere in the U.S., Puerto Rico and Canada for one low price. Also enjoy Voice Mail along with 12 popular calling features, like Call Waiting, 3-Way Calling, Call Forwarding and more. Recent enhancements to Voice Mail and Digital Voice Center make them more useful and user friendly for Digital Voice customers.

Please review the updated pricing information. If you have any questions, please call us at 1-866-660-6137 or visit our website, www.comcast.com/information, for more information and to participate in a survey to provide feedback.

Thank you for choosing Comcast. We value your business.

Sincerely,

Tom Coughlin

Tom Coughlin
Vice President
Comcast Southeastern Massachusetts Region

Cable TV Prices 1		Current Prices	New Prices Feb. 1, 2008
Brooklyn, MA			
LEVELS OF SERVICE:			
Basic Service ^{3,6}		\$ 8.25	\$ 8.95
Expanded Basic Service		\$43.05	\$45.40
STANDARD CABLE ^{2,3}		\$51.30	\$54.35
DIGITAL STARTER ⁴		\$55.29	\$58.34
Franchise Related Cost ^{5,6}		\$ 2.22	\$ 1.07
Total Standard Cable with FRC		\$53.52	\$56.42
Total Digital Starter with FRC		\$57.51	\$59.41
Holbrook, MA			
LEVELS OF SERVICE:			
Basic Service ³		\$ 7.20	\$ 7.80
Expanded Basic Service		\$44.10	\$46.55
STANDARD CABLE ^{2,3}		\$51.30	\$54.35
DIGITAL STARTER ⁴		\$55.29	\$58.34
Franchise Related Cost ⁵		\$ 1.52	\$ 1.18
Total Standard Cable with FRC		\$52.82	\$55.53
Total Digital Starter With FRC		\$56.81	\$59.52
Whitman, MA			
LEVELS OF SERVICE:			
Basic Service ³		\$ 7.20	\$ 7.75
Expanded Basic Service		\$44.10	\$46.60
STANDARD CABLE ^{2,3,7}		\$51.30	\$54.35
DIGITAL STARTER ⁴		\$55.29	\$58.34
Franchise Related Cost ⁵		\$ 1.70	\$ 1.69
Total Standard Cable with FRC		\$53.00	\$56.04
Total Digital Starter with FRC		\$56.99	\$60.03

1. The minimum level of cable service you may purchase is BASIC SERVICE. You must purchase BASIC SERVICE to subscribe to any other video service offered by Comcast Service.

2. Programming and equipment are subject to availability. All pricing, programming and channel locations are subject to change. Please call 1-866-660-6137 for further information.

3. The purchase of premium channels, packages and a la carte services (including 1 DEMAND, Pay-Per-View and Comcast 1 On Demand) requires the appropriate equipment. ©2008 Comcast. All rights reserved.

4. The price for Standard Cable includes Basic Service and Expanded Basic Service.

5. A cable box may not be necessary to view Basic Service of Standard Cable. Please visit www.comcast.com/cablebox or call 1-866-660-6137 for further information.

6. Digital Starter includes Standard Cable, a discounted Digital Cable box, a remote control, interactive Program Guide, movieplex, Music Choice®, GSN, C-SPAN2 and limited Channel 1 On Demand content, to upgrade to a discounted high-definition Cable box and remote control, an additional \$6 equipment fee is required.

7. Franchise Related Costs are costs associated with providing public, educational and/or government access facilities and equipment and/or other related costs to your community. Franchise Related Costs are applicable to all levels of service.

8. Discount of 10% off of Basic Service and FRC available to customers age 65+ who are permanent resident, head of household and Medicaid eligible. Restrictions apply.

9. Discount of \$2.00 off of Standard Cable available to customers age 65+ who are head of household and receiving SSI or Medicaid. Restrictions apply.

All prices listed in this notice are per month charges unless otherwise specified and do not include applicable regulatory fees. FCC user fees, franchise fees, or federal, state & local taxes.

DIGITAL VALUE PACKAGES 1, 2 and 4

All Digital Packages include: Interactive Program Guide, access

	1 YEAR 12 MONTHS
Comcast Digital Classic	\$ 7.95
Includes Digital channels with something for everyone including sports on ESPNs and movies on Flix.	
Comcast Digital Preferred	\$11.95
Includes all Digital Classic channels and additional digital channels including Discovery Home and Discovery Times.	
Comcast Digital Preferred with choice of one premium service	\$27.45
Includes Digital Classic and Digital Preferred channels PLUS your choice of 1 Digital Premium Pack (listed below).	
Comcast Digital Preferred Plus with HBO & Starz	\$38.45
Includes Digital Classic and Digital Preferred channels PLUS HBO & Starz Premium Packs (listed below).	
Comcast Digital Preferred with choice of two premium services	\$39.45
Includes Digital Classic and Digital Preferred channels PLUS your choice of 2 Digital Premium Packs (listed below).	
Comcast Digital Premier	\$51.45
Includes Digital Classic and Digital Preferred channels PLUS ALL of our Digital Premium Packs (listed below).	
Comcast Premier and Sports Entertainment Pack	\$55.45
Includes Digital Premier and Sports Entertainment Pack.	
Comcast Sports Entertainment Pack	\$ 7.95
Includes BET on Jazz, CNN, FCS Atlantic, FCS Central, FCS Pacific, Fox Movie Channel, Fox Soccer, GOLF TV, NBA TV, NFL Network, NHL Network, Outdoor Channel, Speed Channel, Tennis Channel, Turner Classic Movies and TVE.	
Comcast Family Tier ³	\$14.95
Includes C-SPAN, C-SPAN2, CNN Headline News, Discovery Kids, Disney Channel, Food Network, Home & Garden TV, National Geographic Channel, Nickelodeon, The N, PBS Kids Spring, The Science Channel, Tom Dancay, TruTV Broadcast Network, The Weather Channel.	
Please visit your local service center, www.comcast.com or call 1-866-660-6137 for further information about channels included in the above packages.	
² Digital capable equipment is required to view these services. These Digital Packages are the current packages offered. Packages not listed are not available for new subscription. Prices do not include box and remote. Certain restrictions apply. Service subject to availability. ³ Minimum service level of Digital Starter is required in order to receive Music Choice@B. ⁴ High-definition capable equipment is required to receive high-definition channels. A minimum package subscription may be required to access certain high-definition channels. ⁵ Family Tier is available to subscribers who subscribe to Comcast on one or more lines. Family Tier requires a digital box and remote control. Family Tier packages are available on a limited basis. Additional equipment fees may apply. Family Tier is available to subscribers who subscribe to Comcast on one or more lines. Family Tier requires a digital box and remote control. Family Tier packages are available on a limited basis. Additional equipment fees may apply. Family Tier is available to subscribers who subscribe to Comcast on one or more lines. Family Tier requires a digital box and remote control. Family Tier packages are available on a limited basis. Additional equipment fees may apply.	

A LA CARTE Choices¹

	Current Price	New Price Feb. 1, 2008
Comcast Digital Premium Packs ²		
HBO Premium Pack	\$19.95	\$19.95
Includes: HBO, HBO2, HBO Signature, HBO Family, HBO Comedy, HBO Zone, HBO Latino, HBO on Demand & HBO HD.		
Cinemax Premium Pack	\$19.95	\$19.95
Includes: Cinemax, MoreMAX, ActionMAX, ThrillerMAX, Cinemax on Demand & Cinemax HD.		
Starz Premium Pack	\$19.95	\$19.95
Includes: Starz, Starz Cinema, Starz Comedy, Starz Edge, Starz InBack, Starz Kids & Family, Starz on Demand & Starz HD.		
Showtime Premium Pack	\$19.95	\$19.95
Includes: Showtime, Showtime Too, Showtime Showcase, Showtime Extreme, Showtime Beyond, Fic, Showtime on Demand & Showtime HD.		
The Movie Channel Premium Pack	\$19.95	\$19.95
Includes: The Movie Channel, TMC Xtra & The Movie Channel on Demand.		
Digital Video Recorder Service (High-Definition)	\$12.95	\$12.95
Monthly fee for digital box & remote is additional.		
Digital Video Recorder Service (Standard Definition)	\$ 8.95	\$ 8.95
Monthly fee for digital box & remote is additional.		
Two Service (Additional) 5/6	\$ 2.95	\$ 2.95
Add Tivo's software to your DVR for the ultimate television experience. Tivo from Comcast combines the power of Tivo's search, suggestion and recording features with the huge selection of shows, movies and on Demand content provided by Comcast.		
Digital Additional Outlet Service Charge (High-Definition or Digital)	\$ 3.51	\$ 5.00
Charge for resumption of premium services (or packages) on additional outlets (per outlet).		
Playboy Channel ²	\$19.95	\$19.95
Includes: 24-hour adult programming & Playboy on Demand. Parental control options are available. Not available as part of a		

International Channels ^{1.2}

	Current Price	New Price Feb. 1, 2008
Canales Selecto (Hispanic)	\$ 8.95	\$ 8.95
Includes on demand on special		
TV 360 (Chinese)	\$11.95	\$11.95
TV 360 Zongzi (Chinese)	\$ 9.95	\$ 9.95
TV 360 (Italian)	\$14.95	\$14.95
TV 360 (Russian)	\$ 9.95	\$ 9.95
TV 360 (Portuguese/Brazilian)	\$ 9.95	\$ 9.95
TV 360 (Brazilian)	\$19.95	\$19.95
TVMONDO (French)	\$ 9.95	\$ 9.95
Zee TV (South Asian)	\$14.95	\$14.95

The minimum fees of each service may vary, please see BASIC SERVICE. You must purchase BASIC SERVICE to subscribe to any other service offered by Comcast. Service programming and equipment are subject to availability. All pricing, programming and channel loadings are subject to change. Please call 1-866-866-6137 for further information.

Digital capable equipment, or High-definition capable equipment for high-definition channels, is required to view these services.

High-definition cable box with Digital Video Recorder capabilities is required. Digital cable boxes are limited. Channel 1 On Demand programs can be recorded with Digital Video Recorder (DVR) capabilities. Channel 1 On Demand programs can be recorded with DVR. Prior to obtaining a DVR from Comcast, additional documentation or a credit verification may be necessary.

This service is not available in all areas and requires a Motorola High-Definition Digital Cable box with Digital Video Recorder capabilities.

SAA700A4

SCHEDULE 4.3

BROAD CATEGORIES OF PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

SCHEDULE 5.1(c)

EQUIPMENT

Holbrook Equipment Inventory July 2007					
Location	Qty.	Description	Manufacturer	Model	Location
Holbrook	1	Ac Adapters	Sony	AC340B	Easton
Holbrook	1	Ac Adapters	JVC	AA-C19U	Easton
Holbrook	1	Ac Adapters	JVC	AA-P264	Easton
Holbrook	1	Ac Adapters	Sony	CMA-8	Easton
Holbrook	3	AC Adapters	Sony	BP-60	Easton
Holbrook	1	Modulator	Catel	3033	Weymouth
Holbrook	1	Audio ALC	FM Systems	ALM771	Easton
Holbrook	1	Audio Board	Tapco		Weymouth
Holbrook	1	Audio Mixer	Shure	M367	Town Hall
Holbrook	1	Audio Mixer	Bogen	C108	Weymouth
Holbrook	1	Audio Mixer 4 Input	Shure	M267	Easton
Holbrook	1	Audio Mixer 6 Input	Shure	M367	Easton
Holbrook	1	Audio snake - 6 input	Whirlwind	Medusa	Easton
Holbrook	1	Box lights			Weymouth
Holbrook	1	Bridging video switcher	3M Brand		Weymouth
Holbrook	1	Bulletin Board Computer	Texscan		Town Hall
Holbrook	1	Camcorder	Panasonic	AG-456UP	Easton
Holbrook	1	Camcorder	Panasonic	AG-455MP	Town Hall
Holbrook	1	Camcorder	Panasonic	AG-456UP	Easton
Holbrook	8	Camcorder Batteries	for Pan AG 455-4556		Easton
Holbrook	2	Camera Cables	Short length		Easton
Holbrook	2	Camera Cables	for Studio cameras		Weymouth
Holbrook	1	Camera Control Unit (CCU)	Sony	CCU-M5	Weymouth
Holbrook	1	Camera Control Unit (CCU)	Sony	CCU-M5	Weymouth
Holbrook	1	CCU	Sony	1800	Weymouth
Holbrook	1	CD player	Teac	PD-365MK II	Weymouth
Holbrook	1	CG	Texscan	SGE	Weymouth
Holbrook	1	Chroma Key	SuperGen SX		Weymouth
Holbrook	1	Compressor/Gate	DBX		Weymouth
Holbrook	1	Computer	HP	VECTRA VL	Weymouth
Holbrook	1	Computer	Precision		Weymouth
Holbrook	3	Computer Keyboards	assorted		
Holbrook	1	Computer Monitor	WEN	JK1461	Weymouth
Holbrook	1	Computer Monitor	Commodore	1084SP	Weymouth
Holbrook	1	Computer Monitor	AAMAZING		Weymouth
Holbrook	1	Computer Tower	NONE	NONE	Weymouth
Holbrook	3	Dist. Amp	VDA	100A	Weymouth

Renewal Cable Television License for the Town of Holbrook, MA
Term: 03/25/08 – 03/24/18(10 Yrs.)

Holbrook	1	Dolly	Bogen	3067	Weymouth
Holbrook	1	Edit Controller	Sony	RM-440	Easton
Holbrook	1	Edit Controller	JVC	RM860	Weymouth
Holbrook	1	Headset Junction Box	Clear-Com		Weymouth
Holbrook	3	Headsets - 1 in Wey. 2 in East	Clear-Com		Wey/Eas.
Holbrook	4	Leightronix Controllers 1 in Wey, 3 in East	Leightronix		Wey/Eas.
Holbrook	1	Light - portable	Lowel	Tota-light	Easton
Holbrook	2	Lights - Fresnelle	Mole Robertson		Weymouth
Holbrook	6	Lights - Studio	Fresnelite		Weymouth
Holbrook	1	Magicbox	Alphagen		Easton
Holbrook	2	metal racks w/doors			Weymouth
Holbrook	1	Mic - Floor stands			Easton
Holbrook	6	Mic -Table Stands			Easton
Holbrook	1	Mic. - Shotgun	AKG	THC9	Easton
Holbrook	2	Mics - handheld	AKG acoustics	D 190 E	Easton
Holbrook	2	Mics - Lav. Type	Comprehensive	ML-10	Easton
Holbrook	6	Mics - Lavaliers	Sony	ECM-44B	Easton
Holbrook	1	Mini-t pro	Leightronix		Easton
Holbrook	1	Power amp	BGI Systems	75	Weymouth
Holbrook	3	Roadcases	Calzones		
Holbrook	1	SEG	JVC	KM2000	Weymouth
Holbrook	1	SEG switcher - inside Roadcase	Panasonic	WJ-4600C	Easton
Holbrook	1	Speaker	Optimus		Weymouth
Holbrook	1	Time Base Controller (TBC)	FOR	FA-210	Weymouth
Holbrook	3	Tripods - Mini	Manfrotto	3046	Easton
Holbrook	3	Tripods - Studio	Bogen	3068	Weymouth
Holbrook	1	TV Monitor	JVC	TM-R9U	Weymouth
Holbrook	1	TV Monitor	JVC	TM-R9U	Weymouth
Holbrook	1	TV Monitor	JVC	TM-R9OU	Weymouth
Holbrook	1	TV Monitor	JVC	TM-R9OU	Weymouth
Holbrook	1	TV Monitor	JVC	TM-R9OU	Weymouth
Holbrook	1	TV Monitor	Panasonic	WV-5361U	Weymouth
Holbrook	1	TV Monitor	Panasonic	BT-S700N	Weymouth
Holbrook	1	TV Monitor	Panasonic	BT-S700N	Weymouth
Holbrook	1	TV Monitor	Sony	PVM1380	Weymouth
Holbrook	1	TV Monitor	Videotek	RM-13TR	Easton
Holbrook	1	TV Monitor	Hitachi	VM906AU	Weymouth
Holbrook	1	TV Monitor	Panasonic	CT500V	Weymouth
Holbrook	3	TV Monitor - 3" bank inside roadcase	Panasonic	WV-5200BU	Easton
Holbrook	1	TV Monitors	Panasonic	CT1380V	Weymouth
Holbrook	4	TV Monitors	Sony	PVM 4-11	Weymouth
Holbrook	1	VCR - 1/2 "	Sony	SVO-1610	Easton
Holbrook	1	VCR - 1/2"	JVC	BR-8600U	Weymouth
Holbrook	1	VCR - 1/2" deck	JVC	SRS360U	Easton
Holbrook	1	VCR - 1/2" deck	Panasonic	PVS7670	Easton
Holbrook	1	VCR - 3/4"	Sony	VP-7020	Weymouth
Holbrook	1	VCR - 3/4"	Sony	VO-5800	Weymouth
Holbrook	1	VCR - 3/4"	Sony	VO-5800	Weymouth
Holbrook	1	VCR - 3/4" deck	Sony	VP9000	Easton
Holbrook	1	VCR - 3/4" deck	Sony	VP7000	Easton

Renewal Cable Television License for the Town of Holbrook, MA
Term: 03/25/08 – 03/24/18(10 Yrs.)

Holbrook	1	VCR - Hi8	Sony	EV0 - 9800A	Easton
Holbrook	1	VCR - Portable	JVC	BR6200U	Weymouth
Holbrook	1	VCR -1/2"	JVC	BR-6400U	Weymouth
Holbrook	1	VCR 1/2" deck	JVC	SR3250U	Weymouth
Holbrook	1	VCR -1/2" deck	Panasonic	AG6500	Easton
Holbrook	1	VCR 3/4"	Sony	VP -7020	Weymouth
Holbrook	1	VCR 3/4" - Portable	Sony	VO - 4800	Weymouth
Holbrook	1	vec. Scope	Tektronix	1420	Easton
Holbrook	1	Video ALC	FM Systems	VM771	Easton
Holbrook	1	Video Switcher	Panasonic	WJ-220R	Weymouth
Holbrook	1	Video Switcher	Panasonic	WJ-225R	Weymouth
Holbrook	1	Video Switcher	Panasonic	WJ-225R	Weymouth
Holbrook	2	Viewfinders	JVC	1900U	Easton
Holbrook	2	Viewfinders	Sony	DXF - 325	Easton
Holbrook	1	waveform	Tektronix	528A	Easton
Holbrook	1	Waveform/vectorscope monitor	Tektronix	1740	Weymouth
Holbrook	6	XLR's			Easton
Holbrook	1 set	Zoom/Focus Controllers	Cannon		Weymouth

PLAYBACK
EQUIPMENT
(already
included
above but
listed here
for clarity)

Holbrook	1	Bridging video switcher	3M Brand		Weymouth
Holbrook	1	CD player	Teac	PD-365MK II	Weymouth
Holbrook	1	Magicbox	Alphagen		Easton
Holbrook	2	metal racks w/doors			Weymouth
Holbrook	1	Mini-t pro	Leightronix		Easton
Holbrook	1	TV Monitor	JVC	TM-R9U	Weymouth
Holbrook	1	TV Monitor	JVC	TM-R9OU	Weymouth
Holbrook	1	TV Monitor	Panasonic	WV-5361U	Weymouth
Holbrook	1	TV Monitor	Panasonic	BT-S700N	Weymouth
Holbrook	1	TV Monitor	Videotek	RM-13TR	Easton
Holbrook	1	VCR - 1/2"	JVC	BR-8600U	Weymouth
Holbrook	1	VCR - 1/2" deck	JVC	SRS360U	Easton
Holbrook	1	VCR - 1/2" deck	Panasonic	PVS7670	Easton
Holbrook	1	VCR - 3/4"	Sony	VP-7020	Weymouth
Holbrook	1	VCR - 3/4"	Sony	VO-5800	Weymouth
Holbrook	1	VCR - 3/4"	Sony	VO-5800	Weymouth
Holbrook	1	VCR - 3/4" deck	Sony	VP9000	Easton
Holbrook	1	VCR - 3/4" deck	Sony	VP7000	Easton
Holbrook	1	VCR -1/2"	JVC	BR-6400U	Weymouth
Holbrook	1	VCR 1/2" deck	JVC	SR3250U	Weymouth
Holbrook	1	VCR -1/2" deck	Panasonic	AG6500	Easton
Holbrook	1	VCR 3/4"	Sony	VP -7020	Weymouth
Holbrook	1	vec. Scope	Tektronix	1420	Easton
Holbrook	1	waveform	Tektronix	528A	Easton

SCHEDULE 5.3(a)

GROSS ANNUAL REVENUES REPORTING FORM

(This form is for informational purposes and may change in a manner consistent with the federal definition of Cable Service and as reasonably needed to report the revenues to be included in the definition of Gross Annual Revenues as set forth in Article 1 above.)

COMCAST

TOWN OF HOLBROOK

Period: [enter period of which payment is based]

Totals

Totals by Service:	\$ [enter amount]
Basic Service Revenue	\$ [enter amount]
Other Cable Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Totals by Non Service:	
Franchise Fees	\$ [enter amount]
Less Bad Debt Expense / Add Bad Debt Recovery	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Total Gross Revenue	\$ [enter total]
---------------------	------------------

License Fee (%)	\$ [enter % of total]
Franchise Fee Due	\$ [enter total due]

¹ – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

² – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other misc. billing adjustments.

Authorized Comcast Representative:

Date: _____

SCHEDULE 5.5

I-NET DROPS

The following are the Coaxial I-Net Hub and Remote locations that shall be maintained by Licensee.

- | | |
|---|---|
| 1. PEG Access Studio | 600 South Street or location to be determined |
| 2. Holbrook Public Safety Bldg (hub location) | 300 South Franklin Street |
| 3. Holbrook Town Hall | 50 North Franklin Street |
| 4. John F Kennedy School | 337 Plymouth Street |
| 5. Holbrook Junior-Senior High School | 245 South Franklin Street |
| 6. Holbrook Public Library | 2 Plymouth Street |

SCHEDULE 6.2

CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Execution July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution

system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(iii) Refunds--Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(1) Definitions—

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

SCHEDULE 6.7

BILLING AND TERMINATION REGULATIONS

207 CMR 10.00

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;
 - (f) the date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.

- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the Execution date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the Execution date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefore.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.

- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.